

## **REMARKS**

This Response is submitted in reply to the Office Action dated January 7, 2009, in conjunction with the enclosed Request for Continued Examination, and based on the February 18, 2009 telephone interview courteously granted by the Examiner. Applicant has amended claims 42-43, 46-47, 51-52, 55-56 and 60-63, and Applicant has added new claims 64-66. Claims 48 to 50 and 57 to 59 stand withdrawn. Claims 45 and 54 stand cancelled. Enclosed is a Petition for a One Month Extension of Time to reply to the Office Action. Please charge deposit account number 02-1818 for all fees due in connection with this Response.

### **Claim Rejections – 35 U.S.C. §112**

The Office Action rejected claims 42-44, 46-47, 51-53, 55-56 and 60-63 under 35 U.S.C. §112, asserting that such claims contain subject matter which was not described in the specification in such a way to enable one skilled in the art to make or use the invention. Specifically, the Office Action assert that the claim language either omitted essential steps or permitted a value total to be zero while at the same time having a positive value. As discussed in the interview, Applicant has amended the claim language to address the potential ambiguities raised by the Office Action. Applicant submits that the amended claims comply with 35 U.S.C. §112.

### **Claim Rejections – 35 U.S.C. §103**

The Office Action rejected claims 42-44, 46-47, 51-53, 55-56 and 60-63 under 35 U.S.C. §102(b) as being anticipated by or, in the alternative, under 35 U.S.C. §103(a) as obvious over U.S. Patent No. 6,077,163 to Walker et al. ("Walker").

Amended independent claim 1 recites, among other elements, ". . . receiving a wager from a player, the wager corresponding to a plurality of credits; (b) indicating a balance of the credits, the balance being divisible into a plurality of fees, each one of the fees including at least part of one of the credits; (c) activating a game session for a game for an activation period, the activation period being divisible into a plurality of time intervals; (d) during the activated game session: (1) receiving a plurality of play inputs

from the player; (2) in response to each one of the play inputs: (i) performing a play of the game; and (ii) providing at least one of a plurality of different outcomes based on the play, at least one of the outcomes corresponding to an award, the award having a value; (3) for each one of the time intervals, deducting one of the fees from the balance, the deduction being independent of the play inputs and the outcomes; and (4) for each one of the provided outcomes which corresponds to one of the awards, adding the value of the award to the balance, the added value extending the activation period of the game session; (e) determining which one of a plurality of events occurs first, the events including: (1) a termination input received from the player; and (2) the balance falling below a minimum level required for playing the game; (f) continuing the activation of the game session until the determined event occurs; and (g) providing a payout to the player in response to the termination input being received when the balance is above zero.” (Emphasis Added). Amended independent claim 51 has similar elements.

New claim 64 recites, among other elements, “. . . a memory device which stores a plurality of instructions, which when executed by the processor, cause the processor to operate with the display device and the input device to: (a) receive a wager amount from a player for a game session; (b) determine an activation time based on the wager amount; (c) during the activation time: (1) receive a plurality of play inputs from a player; (2) in response to each one of the play inputs: (i) display a game play; and (ii) provide an award as a result of a winning event; (3) determine an extension time period based on each one of the provided awards; (4) extend the activation time by each one of the extension time periods; (d) continue the game session until one of a plurality of events occurs first, the events including: (1) a termination input from the player; and (2) expiration of the activation period including any of the extension time periods; and (e) as a result of the first event being the termination input: (1) determine an amount of remaining time of the activation period; (2) determine a payout based on the remaining amount of time; and (3) provide the payout to the player.” (Emphasis Added).

The application, as filed, supports such amendments. For example, the followings sections of the specification provide support: page 10, lines 11-20; page 18, line 23; page 19, lines 20 and 31; and page 21, lines 1-2.

The Office Action interprets Walker in two ways. The Office Action's first interpretation is that Walker's player account is the claimed balance. For each play of the game, the account increases or decreases depending upon the game outcome. The Office Action cites Walker's disclosure of selectable time intervals.

For the first interpretation, Walker does not disclose the claimed subject matter. Unlike the claimed subject matter, the decrease in Walker's player account depends upon the play inputs by the player. Each play causes an amount of credit to be deducted from the Walker's player account. In other words, the deduction is not independent of Walker's game outcomes and play inputs. In addition, the player awards in Walker do not extend the length of Walker's play session.

The Office Action's second interpretation is that Walker enables the player to pay, for example, twenty dollars to buy one hour of play time. In this interpretation, the Office Action views the twenty dollars at the claimed balance. According to the Office Action, it would have been obvious to have the value total divisible into fees because Walker enables the player to terminate the play session before the time expires.

For the second interpretation, Walker does not disclose the claimed subject matter. Unlike the claimed subject matter, the player awards in Walker do not extend the length of Walker's play session. Once the one hour expires, the game session ends. The player then has to make the conscious decision to fund the machine again for another play session. This decision-making process can interrupt the playing momentum and reduce wagers and game excitement. In contrast, the player's awards in the claimed invention extend the play session time, enabling the player to potentially play for a relatively lengthy period of time.

Also, with respect to new claim 64, Walker does not disclose the concept of determining time based on a wager amount and awards, and then determining a payout based on the remaining time.

At least for the foregoing reasons, Applicant submits that the independent claims 42, 51 and 64 (and their dependent claims) are in condition for allowance.

An earnest endeavor has been made to place this application in condition for formal allowance, and such allowance is courteously solicited. If the Examiner has any questions regarding this Response, Applicant respectfully requests that the Examiner contact the undersigned.

Respectfully submitted,

K&L GATES LLP

BY

A handwritten signature in black ink, appearing to be "Renato L. Smith", written over a horizontal line.

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Dated: May 7, 2009